

EXHIBIT 4

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UNITED STATES DISTRICT COURT
DISTRICT OF VERMONT

ROBERT WOLFE and CROSSFIELD, INC.,)
Plaintiffs,) Case No.
vs.) 2:21-cv-00053
ENOCHIAN BIOSCIENCES INC., et al.,)
Defendants.)

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Deposition of Robert Wolfe
held via videoconference
on June 21, 2022
beginning at 10 a.m.

A P P E A R A N C E S

For the Plaintiffs

ADLER & McCABE

P.O. Box 189

St. Johnsbury, VT 05819

BY: DANIEL D. McCABE, ESQUIRE
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For the Defendants

K&L GATES LLP

State Street Financial Center

One Lincoln Street

Boston, MA 02111

BY: MICHAEL R. CRETA, ESQUIRE
CHRISTOPHER J. VALENTE, ESQUIRE
ANNA L'HOMMEDIEU, ESQUIRE
Michael.creta@klgates.com

Also present: Luisa Puche

Videographer: Joe Raguso

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1 yourself personally, and also for Crossfield as its
2 corporate representative. Do you understand that?

3 A. I do.

4 Q. Unless you say otherwise, I'm going to assume
5 that your answers are on behalf of both yourself
6 individually and also on behalf of Crossfield. Do you
7 understand that?

8 A. I do.

9 Q. So now just to confirm a few things. You are
10 a corporate officer of Crossfield; right?

11 A. I am.

12 Q. What is your title at Crossfield?

13 A. Chairman and CEO.

14 Q. Are you Crossfield's sole shareholder?

15 A. I am.

16 Q. Did you prepare for this deposition today?

17 A. I did.

18 Q. What did you do to prepare?

19 A. I met with counsel. And I reviewed the
20 filings. And I tried to see if I had any materials that I
21 may have forgotten about in reference to this case.

22 Q. Besides meeting with -- well how many times
23 did you meet with your counsel?

24 A. With Dan McCabe I've met for preparation of
25 this deposition once.

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1 revenues. Its subsidiary Anton Neilsen Vojens has
2 received revenues.

3 Q. You know what Advanced Oxygen Technologies
4 stock is currently trading at?

5 A. I believe this morning it was 20 cents.

6 Q. It's a penny stock, is that fair?

7 A. Yes.

8 Q. All right. Let's circle back to -- well one
9 follow-up question.

10 Has Advanced Oxygen stock been trading about
11 that level, you know, for the recent past?

12 A. The market's -- it's been trading between 15
13 cents and 88 cents. There is very little trading in it.

14 Q. Let's move on to Crossfields. Are you the
15 founder of Crossfield?

16 A. I am.

17 Q. When was Crossfield founded?

18 A. 1989.

19 Q. I'm sorry. What year was that?

20 A. 1989.

21 Q. I think your Resume mentioned 1985. Could it
22 be 1985?

23 A. Well I was using -- I have to look. I was
24 operating in business as Crossfield in 1985. I don't know
25 if -- I think that the formal organization of the company

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1 was 1989. I have to look.

2 Q. So you think you founded the company in 1989,
3 but you might have been using the Crossfield name earlier.
4 Is that -- is that accurate?

5 A. I was. That is accurate.

6 Q. And generally speaking, what does Crossfield
7 do?

8 A. Financial consulting. That's primarily what
9 it was. Or what it is, I'm sorry.

10 Q. When you say financial consulting, is it
11 really a vehicle for you personally to provide services to
12 other companies?

13 A. Me, Robert Wolfe?

14 Q. Yes.

15 A. No. No.

16 Q. Are there -- how many employees does
17 Crossfield have?

18 A. None. Me.

19 Q. Your Resume says that you have been President,
20 CEO and Director of Crossfield from 1985 to the present.
21 Do you see that?

22 A. I do.

23 Q. And then there is some sub bullet points
24 underneath it. It says that from 1992 through 1996 the
25 operations of Crossfield, Inc. consist solely of capital



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1 Q. What were your responsibilities in that role?

2 A. My responsibilities were to create processes
3 and controls over financial reporting, to report to
4 management and the board of directors, to control banking,
5 to create and report all the SEC filings, and control and
6 file fiduciary reports. I'm sorry. Fiscal reports.
7 Financial reports.

8 Q. Anything else?

9 A. No.

10 Q. When did that first period of employment with
11 Enochian end?

12 A. I believe it was April 2015.

13 Q. I guess why did it end? Why did your
14 employment end?

15 A. We were successful with the reverse merger and
16 getting a company through that process to be public in the
17 United States.

18 Q. When you were serving as a CFO, did you have
19 some other title?

20 A. I was also director.

21 Q. So you were serving as CFO and director?

22 A. Yes.

23 Q. When did your second period of employment with
24 Enochian begin?

25 A. July 2017.

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1 Q. During that second period you served as the
2 CFO of Enochian BioSciences; is that right?

3 A. I was under contract with Enochian Denmark.
4 And employed by them and served as CFO of both companies.

5 Q. Okay.

6 A. We need to refer to the contract and the
7 language for the CFO, but I was CFO of Enochian
8 BioSciences.

9 Q. Yeah. I'm not getting into any contracts. I
10 just want to know; you were serving as CFO of Enochian
11 BioSciences?

12 A. I was.

13 Q. And you were also serving as CFO of Enochian
14 Denmark; correct?

15 A. I have to look. But yes.

16 Q. Why were you hired by Enochian for this second
17 period?

18 A. It's my understanding from meeting with Rene
19 and Henrik prior to being employed that they wanted me to
20 come back on to successfully get the company to NASDAQ,
21 and that they had identified an acquisition target for the
22 company.

23 My duties were the same that I described to
24 you for DanDrit Biotech A/S with my first employment.

25 Q. You used the word -- you say you have duties

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1 to Enochian. And so those duties were the same in your
2 second period as your first period. Is that what I just
3 heard?

4 A. Through Enochian Denmark and my employment
5 contract there. Yeah.

6 Q. I'm not talking about any employment contract
7 or any contract right now. I'm just saying as to the CFO
8 for Enochian BioSciences and Enochian Denmark, you had
9 duties to both of those companies. Is that fair?

10 A. Yes.

11 Q. Did your duties include protecting the two
12 companies' confidential information?

13 A. No.

14 Q. Why not?

15 A. Because my contract is with Enochian Denmark,
16 and I had a duty in Enochian Denmark to protect certain
17 confidential information that's defined therein for the
18 contract.

19 Q. Okay. Setting aside the contract though, you
20 were the CFO of Enochian BioSciences; right?

21 A. Yes.

22 Q. Right. And that was a publicly-traded
23 company?

24 A. Yes.

25 Q. As the CFO of a publicly-traded company you

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1 Q. When you were serving as Enochian's CFO did
2 Enochian provide you with any confidential information?

3 A. Enochian had -- when I was serving as CFO --
4 Enochian had no confidential information policies or
5 processes. So there was no time at which Eric or the
6 board came -- provided information to me and stated that
7 it was confidential. I summarily treated all the
8 financial information as confidential.

9 Q. So you said that you treated all financial
10 information as confidential. What financial information
11 would that include?

12 A. I don't understand the question.

13 Q. Let me rephrase actually. So when you say all
14 financial information, that's financial information from
15 both Enochian BioSciences and Enochian Denmark; correct?

16 A. Yes.

17 Q. Besides financial information, what other
18 information for Enochian would you treat as confidential?

19 A. For Enochian Denmark and via my contract, I
20 was obligated to treat customers, suppliers, marketing,
21 pricing, formulas, and that information as confidential.

22 Q. All right. Besides Enochian Denmark or
23 Enochian BioSciences, what information of Enochian
24 BioSciences did you treat as confidential?

25 A. I treated all financial reports as

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1 confidential; third-party reports, financial reports. I
2 treated, of course, all information that was privileged.
3 Had I received any of the IP -- or well there really were
4 no -- had I received any of the science or seen that I
5 would have treated that as confidential, presentations at
6 board meetings as confidential.

7 Q. Would you treat the discussions that would
8 happen during board meetings, would that be confidential?

9 A. Yes.

10 Q. What about the different terms and conditions
11 of Enochian BioSciences' contracts with different vendors,
12 would that be confidential?

13 A. If it's not required -- not always. If it's
14 not required to be disclosed. I disclosed in the SEC
15 filings either as exhibits or notes, contracts with
16 vendors and/or investors.

17 Q. Okay. Any other information besides what we
18 just talked about that you treated as confidential for
19 Enochian BioSciences?

20 A. Yes. HR. The benefits. I would have to
21 think more, but communications with the board.

22 Q. Anything else?

23 A. Not that I can recall. I'll get back to you
24 if I can think of other things.

25 Q. As the CFO of Enochian did you do anything to

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1 protect Enochian's confidential information?

2 A. I did not distribute it. I did not -- we
3 ultimately set up a centralized server for information to
4 be secured there. That was pretty much where we were.

5 I wasn't receiving a lot of confidential
6 information other than numbers and expenses.

7 Q. Did you treat confidential information
8 belonging to Enochian BioSciences any differently than
9 confidential information belonging to Enochian Denmark?

10 A. No.

11 Q. Maybe 5 or 10 minutes ago you mentioned
12 implementing processes to protect confidential
13 information. I know you just mentioned that server that
14 was set up. Were other things done?

15 A. For confidential information?

16 Q. Right. So what else were you involved in for
17 implementing processes to protect confidential
18 information?

19 A. I wasn't. I was involved in setting up
20 processes for implementing controls over financial
21 reporting of which I did for both companies. But the
22 processes for controls for protection of IP, of
23 confidential information, et cetera, was not established
24 to my knowledge, and I didn't see that anyway.

25 Q. While you were serving as Enochian's CFO,

This is a black and white abstract graphic. On the far left, there is a vertical column of small, solid black squares, each separated by a thin gap, resembling a film strip or a sequence of frames. The rest of the image is composed of numerous large, solid black rectangular shapes of varying sizes and orientations. These shapes are arranged in a way that creates a sense of depth and layering, with some appearing to overlap others. The overall effect is a dense, textured composition that changes as the viewer's perspective shifts.

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Year	Number of cases	Rate per 100,000
1990	1,200	1.2
1991	1,300	1.3
1992	1,400	1.4
1993	1,500	1.5
1994	1,600	1.6
1995	1,700	1.7
1996	1,800	1.8
1997	1,900	1.9
1998	2,000	2.0
1999	2,100	2.1
2000	2,200	2.2
2001	2,300	2.3
2002	2,400	2.4
2003	2,500	2.5
2004	2,600	2.6
2005	2,700	2.7
2006	2,800	2.8
2007	2,900	2.9
2008	3,000	3.0
2009	3,100	3.1
2010	3,200	3.2
2011	3,300	3.3
2012	3,400	3.4
2013	3,500	3.5
2014	3,600	3.6
2015	3,700	3.7
2016	3,800	3.8
2017	3,900	3.9
2018	4,000	4.0
2019	4,100	4.1
2020	4,200	4.2

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1 Mr. Enochian's -- knew of Mr. -- sorry. Mr. Gumrukcu's
2 past; his 14 felony violations, his felony conviction, his
3 warrant for arrest in Turkey for medical fraud I believe
4 is what it was called. His treating patients without a
5 license. His other wrongdoings that are now public.

6 Q. What does all that that you just described
7 have to do with your termination?

8 A. Well I think that if I discovered that, that I
9 would bring that to the attention of attorneys or the SEC
10 or whomever. And that could, again, be problematic for
11 the company and be another reason for my termination.

12 Q. You say if you discovered that. Did you, in
13 fact, discover all those things prior to your termination?

14 A. No.

15 Q. I'm sorry. I didn't --

16 A. No is the answer. I knew of none of them.
17 Except the rumor that he had bounced a check.

18 Q. So apart from a rumor that he bounced a check,
19 all the other things you described over the last minute or
20 two you didn't know any of those things prior to your
21 termination?

22 A. I did not.

23 Q. So I mean -- let me just get this straight.
24 Are you suggesting that you believe these things are
25 relevant to your termination because you potentially could

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1 have learned about them and then potentially could have
2 disclosed them and Enochian was fearful of that? Is that
3 what you're suggesting?

4 A. Well I'm suggesting that they either knew, and
5 I believe that people at Enochian did know, or knew of
6 some of it. If I were to bring that forward to the board
7 or to Eric, that they would have fiduciary
8 responsibilities to deal with that, which would be a
9 reason for termination because that wouldn't be good for
10 them, for their shareholders, et cetera.

11 Q. Why do you believe Enochian would be worried
12 about you learning and then disclosing this information?

13 A. Because as an officer of the company and as a
14 board they would have a responsibility to address Mr.
15 Gumrukcu and possibly lose him.

16 Q. Do you have any documents or evidence
17 reflecting or establishing any of the things that we have
18 been talking about over the last minute or two relating to
19 Mr. Gumrukcu?

20 A. I have subsequently -- once I was terminated
21 and once the lawsuits began, I looked into Gumrukcu. I
22 didn't find nearly what's in the press today. But I did
23 find some items.

24 Do I have documents or knowledge that any
25 particular person in Enochian when I was there had this

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1 knowledge other than the bounced check? No.

2 Q. You mentioned searches after. So you
3 conducted searches, but they were after filing your Danish
4 complaint in the Danish action; is that accurate?

5 A. I believe it was after or about -- around
6 those time.

7 Q. Okay. It was after you were terminated
8 though?

9 A. It was after I was terminated. It was either
10 in January or February of that year.

11 Q. Okay. And what type of search did you
12 conduct?

13 A. Pacer and Google.

14 Q. What did you search for on Pacer?

15 A. Serhat Gumrukcu.

16 Q. What did you find from that search?

17 A. 14 felony charges.

18 Q. Those are felony charges that you weren't
19 aware of while you were at --

20 A. I also found -- I can't remember the name of
21 the town. I want to say it's Beaver County Pennsylvania
22 there was a lawsuit there. And I didn't find anything
23 else, I don't think, from Pacer.

24 Google you could find things.

25 Q. What did you search on Google?

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1 I was unaware of real estate. I was -- of course I was
2 completely unaware of the details until recently of his
3 alleged murder for hire.

4 Q. When you say Turkey, what are you referring to
5 there?

6 A. His magic, his Royal Highness, his bending
7 spoons. I don't know. I have to go through.

8 Q. When you say real estate, what is that
9 referring to?

10 A. There is a report in Hindenburg -- I'll just
11 call it Hindenburg report -- that the real estate that is
12 in California where they -- the report alleges Enochian
13 has moved its offices is owned by Serhat and his spouse.

14 Q. While you were at Enochian did you ever raise
15 the issue of any criminal charges against Serhat with
16 anyone else at Enochian?

17 A. No.

18 Q. Did you sign a termination agreement with
19 Enochian BioSciences or Enochian Denmark?

20 A. No.

21 Q. Did you sign a separation agreement with
22 Enochian BioSciences or Enochian Denmark?

23 A. No.

24 Q. Do you believe that you, Crossfield and
25 Enochian reached an agreement on the terms of your

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1 position has been filled, none of the companies provided
2 any other type of reason?

3 A. Not that I recall. No.

4 Q. Have any, since your separation from Enochian,
5 have any employers explicitly told you that they would not
6 hire you?

7 A. As I recall the only responses I got in that
8 manner was companies saying that the position has been
9 filled.

10 Q. So you think it's fair to say that none of
11 these employers raised any of this litigation between you
12 and Enochian as a reason that you wouldn't be hired; is
13 that fair to say?

14 A. They did not say.

15 Q. Right. I want to direct our attention to
16 these documents you have been referring to -- what I think
17 you've been referring to. We are going to mark -- we are
18 going to add this to the exhibit share now. And mark it
19 as Wolfe Exhibit 4.

20 So this is not in your binder. It's just a
21 little too voluminous to include in there, so we are just
22 going to do it through screen share for this one. Just
23 bear with us. Might just take a second because it's such
24 a large file.

25 MR. McCABE: Mike, do you care if I get

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1 on whether the price of Enochian BioSciences' stock
2 increases or decreases?

3 A. No.

4 Q. Do you have any type of financial interest
5 related to Enochian BioSciences' stock?

6 A. No.

7 Q. Please turn to tab 4 in your binder which we
8 will mark and upload as the next exhibit. Should be
9 Exhibit 4.

10 (Exhibit 4 was introduced)

11 BY MR. CRETA:

12 Q. What is this document?

13 A. This is the -- my employment agreement.
14 That's the CFO service agreement.

15 Q. So I'm just going to refer to this as the CFO
16 service agreement for the rest of the day. If you could
17 turn to page 8. Did you sign this page?

18 A. I did.

19 Q. If you could turn back to the first page.
20 This page states that you and Crossfield were being hired
21 to serve as the CFO of DanDrit Biotech A/S; correct?

22 A. I'm sorry. What was the question?

23 Q. On the first page it states that you and
24 Crossfield were being hired to serve as the CFO of DanDrit
25 Biotech A/S; correct?

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1 A. Yes.

2 Q. Why did you send a copy of the Danish
3 complaint to Chris Anderson and Chad Sadler?

4 A. I sent a copy to Enochian BioSciences Denmark
5 ApS counsel first. It was the week before. To alert them
6 that I was going to file a lawsuit against them in court.

7 I did that. And I sent this to the law firm
8 during the transition. And in December I notified them as
9 I was required to do that I was terminated, and
10 subsequently notified them that there may be a dispute
11 with the company and myself.

12 Q. My question's a little bit more narrow. Why
13 did you send the Danish complaint to Chris Anderson and
14 Chad Sadler on February 7, 2019?

15 A. They asked me to. And I sent it to them to
16 have them see that the lawsuit exists.

17 Q. When did they ask you to send it? When did
18 they ask you to send this complaint to them?

19 A. They asked me -- when I was CFO they asked me
20 that if I had a legal dispute with the company, to please
21 send it to them.

22 Q. They specifically ask you to send this
23 complaint to them?

24 A. They specifically asked if I had filed a
25 complaint legally, to please send it to them.



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1 A. I'm sorry?

2 Q. What else did you do?

3 A. I researched the salaries of publicly-traded
4 company CFOs. I calculated damages. I calculated my time
5 for defending my reputation. And I or we sought legal
6 experts for verification for this claim.

7 Q. When you say you sought legal experts for
8 verifying the claim, what does that mean?

9 A. We sought to find and engage legal experts for
10 this case.

11 Q. When you say legal experts, are you talking
12 about your counsel?

13 A. I'm talking about legal experts that can opine
14 and testify as to the veracity of the damages.

15 Q. Have you engaged any of those experts?

16 A. I don't believe so.

17 Q. Did you have discussions with any?

18 A. Yes.

19 Q. Who are they?

20 A. I didn't have the discussions. My counsel had
21 the discussions.

22 Q. And who were those -- who were the discussions
23 with?

24 A. I am not certain of all of them. I believe
25 one was BDO.

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1 9/30 and 12/31/2018.

2 Q. Anywhere else?

3 A. I recall, or to my recollection, it was in the
4 press. I don't have a place to direct you to tell you
5 where that is.

6 Q. As we talked about before, you can't remember
7 any specific publications or articles?

8 A. I can't. I may or may not have the press -- I
9 don't think that I do. I think it was on the -- I may or
10 may not have some press clips. I can look.

11 MR. CRETA: I think this might be a
12 good time to take a 5-minute break or so. We will
13 come back right around 3:20ish.

14 THE WITNESS: Okay.

15 THE VIDEOGRAPHER: We are off the
16 record. The time is 3:13.

17 (Recess was taken.)

18 THE VIDEOGRAPHER: If all parties are
19 ready, please stand by. We are now on the record.
20 The time is 3:24.

21 BY MR. CRETA:

22 Q. Mr. Wolfe, we were looking at your Amended
23 Verified Complaint before the break. I just want to turn
24 back to one of the allegations we had looked at which was
25 paragraph 25. It says: Plaintiffs believe that

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1 Defendants' motives for the Vermont litigation were to
2 leverage Plaintiff financially, exhaust Plaintiffs'
3 financial resources, and influence the Danish
4 negotiations.

5 Do you see that one?

6 A. I do.

7 Q. Do you have any emails from Enochian where
8 they concede that that was their motivation for filing the
9 lawsuit?

10 A. Can you repeat the question?

11 Q. Do you have any emails from Enochian where
12 they concede that that was the purpose for filing the
13 lawsuit?

14 A. No. I have the negotiation emails, and I have
15 the emails between attorneys. I don't believe that they
16 concede that.

17 Q. Do you have any documents or evidence where
18 Enochian admits or concedes this?

19 A. I have communications with Eric Leire and Ole
20 Abildgaard that both have said it independently, that the
21 lawsuit will bankrupt me.

22 Q. That's a little bit different than this
23 though. Even if that is the case, this is saying that
24 Defendants' motives were to leverage Plaintiffs
25 financially, exhaust Plaintiffs' financial resources, and

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1 influence the Danish negotiation.

2 Specifically tied to Defendants' motives. So
3 is there any document, email or anything else you have,
4 that concedes that these were the motives of Enochian?

5 A. That they concede, no. But like I said, I
6 have had those conversations where Eric, Ole have
7 indicated, said that these lawsuits will exhaust, to use
8 your words, not their words, my financial resources.
9 Their words were bankrupt me, Robert Wolfe.

10 Q. Did Eric ever tell you that Enochian's motive
11 for the superior court action was to leverage Plaintiffs
12 financially?

13 A. He didn't use those words, but he said they
14 are trying to bankrupt me.

15 Q. Okay. So Eric specifically said that Enochian
16 was intentionally trying to bankrupt you? Is that what
17 you're saying?

18 A. Yes.

19 Q. When did Eric say that?

20 A. He didn't use the words intentional.

21 Q. Did Eric say that Enochian was trying to
22 bankrupt you?

23 A. Yeah. As I recall.

24 Q. All right. When did Eric say that Enochian
25 was trying to bankrupt you?

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1 A. I would say, if I recall correctly, March or
2 April of 2019.

3 Q. Is there any documents or -- is there any
4 documents reflecting that conversation? Was that on the
5 phone?

6 A. It was definitely on the phone. I may have
7 some emails about it. I don't know.

8 Q. You don't recall any today?

9 A. I don't recall any today.

10 Q. Turn to paragraph 40 of the Amended Verified
11 Complaint. You state: That the action against Plaintiffs
12 was brought with malice.

13 Do you see that?

14 A. I do.

15 Q. What is the basis for this statement?

16 A. I believe they specifically brought the action
17 in Vermont, and this is malicious prosecution. With
18 malice for several reasons. One, they wanted to influence
19 financially me. Secondly, they wanted to ruin my
20 reputation and my ability to be CFO for publicly-traded
21 companies.

22 I believe that that's evidenced again in the
23 Stiig Waever report. I believe that that report was
24 called a forensic report whereby that report in itself
25 states that I should never be a CFO. It states, among

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1 other things, very bad, misleading, incorrect items. And
2 that was commissioned, as I understand, from the
3 Defendants.

4 Q. Did Enochian -- are you aware of Enochian ever
5 saying that it was trying to harm your professional
6 reputation?

7 A. I'm not aware of that. That's what they did.

8 Q. That's just your belief though; correct?

9 A. I believe that the forensic report exists, so
10 --

11 Q. But no one from Enochian ever told you that
12 they were trying to harm your reputation; right?

13 A. No one told me.

14 Q. Are you aware of anyone ever -- anyone from
15 Enochian ever saying that Enochian was trying to harm your
16 reputation?

17 A. No.

18 Q. Do you have any documents stating that
19 Enochian was intentionally trying to harm your reputation?

20 A. I may have emails about discussions of it. I
21 don't recall a specific one.

22 Q. So you don't recall any specific documents?

23 A. No. I recall specific discussions from Ole
24 Abildgaard that you'll never work as a CFO again.

25 Q. When did those discussions take place?

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1 Q. Sorry. Why were you meeting?

2 A. I don't recall. I think a discussion on a
3 possible -- I don't recall if we were discussing a
4 different deal that my attorney and Ole actually were
5 involved in.

6 Q. Is Ole an officer of Enochian?

7 A. No.

8 Q. Has he ever been?

9 A. No.

10 Q. Is Ole on the --

11 A. To my knowledge.

12 Q. -- to your knowledge. Is Ole on Enochian's
13 Board of Directors?

14 A. To my knowledge, he has never been. Or I'll
15 restate that. During the time that I was with Enochian,
16 no.

17 Q. What is Ole's connection to Enochian?

18 A. He's part of the billionaires' club.

19 Q. Meaning what? He's an investor of Enochian?

20 A. He has been an investor of Enochian. In
21 Denmark there is a group of rich individuals that have
22 been labeled by the press and others as part of the
23 billionaires' club.

24 Q. That has nothing to do with Enochian; right?

25 A. No. But Rene is friends with him, and they

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1 Q. When was the last time that Crossfield itself
2 earned revenue for itself of over 1 million dollars in a
3 year? Has that ever happened?

4 A. Yes. And but that was in the '80s.

5 Q. Okay. So for the last 30 something -- 30 plus
6 years, Crossfield has never had more than 1 million
7 dollars in revenue in a single year.

8 A. In revenue. That's correct.

9 Q. Okay. And why did you use 15 years for this
10 calculation of Crossfield revenue?

11 A. It's the same parameter that I used for the
12 salary.

13 Q. So is it your position that the Defendant
14 should pay Crossfield 16.5 million dollars on top of
15 approximately 25 million to you personally?

16 A. Yes.

17 Q. When you were working at Enochian, Enochian
18 wasn't paying both you and then separately Crossfield;
19 right?

20 A. Correct.

21 Q. Who was Enochian paying? Was it you, or was
22 it Crossfield?

23 A. Me.

24 Q. Okay.

25 A. I should correct that. It was me, and I

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1 directed it -- the payment to one of my companies.

2 Q. Okay. But only received one paycheck; right?

3 And that paycheck went to you?

4 A. That's correct.

5 Q. And that paycheck went to you?

6 A. That's correct.

7 Q. Why would you be entitled to 16.5 million for
8 Crossfield on top of, you know, 25 million to you
9 personally if Enochian had never paid both you and
10 Crossfield?

11 A. Crossfield has been -- the results of this
12 action have affected Crossfield's reputation and the
13 ability to do business.

14 Q. Have any clients of Crossfield specifically
15 told Crossfield that they will not do business with it
16 because of any of this litigation?

17 A. No.

18 Q. So you have no direct evidence of actually
19 losing any business for Crossfield related to this
20 litigation?

21 A. Direct action would be Ole Abildgaard.

22 Q. Okay. But you don't have any -- you can't
23 point to any specific client of Crossfield and say, yes,
24 we lost that client because of this litigation; correct?

25 A. Other than him, no.

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Designated CONFIDENTIAL per Protective Order (Dkt. No. 70)

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1 MR. CRETA: All right. So you're
2 taking a position that the -- just the amount that
3 has been billed in fees is privileged information?

4 MR. McCABE: Taking the position that a
5 fee between a client and myself is privileged.

6 MR. CRETA: Okay. And it's your
7 position we are not entitled to any information on
8 this until the end of the case?

9 MR. McCABE: Correct.

10 BY MR. CRETA:

11 Q. Mr. Wolfe, do you have a contingency fee
12 arrangement with your counsel?

13 MR. McCABE: Objection.

14 BY MR. CRETA:

15 Q. Do you pay hourly legal fees?

16 MR. McCABE: Objection.

17 MR. CRETA: Dan, is it your position
18 that we are not entitled to this information in
19 connection with preparing any expert reports?

20 MR. McCABE: Yes. At this point.

21 MR. CRETA: All right. Well we don't
22 think that objection is appropriate. We reserve the
23 right to, you know, keep this deposition open and
24 come back to these questions.

25 BY MR. CRETA:

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1 Q. When you left Enochian at the time of
2 termination, were they a pre-revenue company?

3 A. They had no revenues.

4 Q. Are they a pre-revenue company now?

5 A. Last reports I saw I saw that they had no
6 revenues.

7 Q. Did they ever have any revenues while you were
8 a CFO of Enochian?

9 A. In Denmark in the first round. Yes.

10 Q. Not talking about any debt or investments;
11 investments, equity investments. Did they actually have
12 any revenues from products that were being sold?

13 A. They had revenues from -- yes. Not from
14 products that they sold. They had revenues.

15 Q. What were the revenues from?

16 A. The revenues were from the Danish government
17 for research and development.

18 Q. Is that like a grant?

19 A. The specific statute in which they pay for
20 research and development in Denmark, I don't know.

21 Q. How much was that for?

22 A. If I recall correctly, 350,000 or so. Around
23 350,000 U.S. dollars.

24 Q. All right. So apart from that, can you
25 remember any other revenues that Enochian had during your

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1 tenure as CFO?

2 A. No.

3 Q. During your tenure at Enochian did Enochian
4 have losses each quarter?

5 A. Yes.

6 Q. Is Enochian a pre-clinical company?

7 A. I don't know.

8 Q. Does it have any products that it currently
9 commercializes?

10 A. That it commercializes? Not that I know of.

11 Q. When you were CFO did Enochian sell any
12 products?

13 A. Not that I know of.

14 Q. Did Enochian have any products that were
15 clinically approved?

16 A. I don't know what that means. Enochian had
17 patented technology.

18 Q. I guess I don't understand. Why are you using
19 this BDO report that's about companies that have over a
20 hundred million dollars in revenue when Enochian doesn't
21 have any revenue? It seems like apples and oranges to me.
22 So help me understand.

23 A. Well you're using one criteria of the
24 determination of salaries based on one criteria of the
25 valuation of the company.

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1 BY MR. CRETA:

2 Q. What is this document?

3 A. This is an affidavit of Robert E. Wolfe for
4 the superior court in Orange.

5 Q. This is an affidavit that you provided?

6 A. It is.

7 Q. Please turn to page 11. Is that your
8 signature?

9 A. It is.

10 Q. Did you sign the affidavit under oath?

11 A. I don't know the answer to that question.

12 Q. If you look underneath --

13 A. It was notarized. I'm sorry.

14 Q. You look in the block for the notary it says:
15 Made oath that the foregoing instrument subscribed by him
16 is true.

17 Did you sign this under oath?

18 A. Oh, yes.

19 Q. Who drafted the affidavit?

20 A. My attorneys.

21 Q. So the first draft of this was prepared by
22 your legal counsel; is that correct?

23 A. I believe so. Yes.

24 Q. Did you make any edits to it?

25 A. I don't recall.

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1 A. I don't know.

2 Q. So sitting here today can you think of
3 anything in writing that confirms that that report was
4 commissioned by Rene or Enochian?

5 A. Can I think of anything? Is that your
6 question?

7 Q. Yes. Can you recall anything right now in
8 writing that confirms that the report was commissioned by
9 Rene or Enochian?

10 A. I can't recall right now.

11 Q. Do you know if Enochian paid for the report?

12 A. I don't know.

13 Q. Okay. So it's possible that Ole commissioned
14 and paid for this report. Is that fair?

15 A. I don't think that's fair. I don't know the
16 answer. I was told that Rene commissioned the report.

17 Q. That's just secondhand knowledge; correct?

18 A. That's correct.

19 Q. Do you have any evidence that Enochian sent
20 the report to anyone?

21 A. I have evidence that it's been distributed in
22 the public. I don't know how Ole got it. But I assume he
23 got it from Enochian or Rene.

24 Q. Besides assuming that Ole received this report
25 from Enochian or Rene, do you have any evidence that

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1 Enochian sent the report to anyone?

2 A. I don't. I don't think I do.

3 Q. All right. Are you aware of anyone else who
4 has a copy of the report?

5 A. Yes.

6 Q. Who?

7 A. My attorney. Ole Abildgaard. And I believe
8 that Rene has it.

9 Q. Anyone else?

10 A. I don't recall that Eric has it. And I don't
11 recall ever speaking to him about it. So I don't know
12 with him.

13 Q. Okay. This report it's part of -- part of
14 your lost future earnings was caused by the distribution
15 of this report; is that right?

16 A. Amongst other things.

17 Q. This report was created after the superior
18 court action was initiated, correct?

19 A. I believe it was.

20 Q. So this report has nothing to do with your
21 allegations of malicious prosecution; correct?

22 A. I think it continues to show that the
23 Defendants had malice.

24 Q. Are you saying that part of your damages
25 resulted from the filing of the superior court action, and

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	Page 262	Page 264
1	SIGNATURE	1 ERRATA SHEET
2		2 VERITEXT/NEW YORK REPORTING, LLC
3	This deposition has been read by me and the	3 CASE NAME: Robert Wolfe And Crossfield, Inc. v. Enochian
4	answers contained therein are true and accurate.	4 Biosciences, Inc.
5		5 DATE OF DEPOSITION: 6/21/2022
6		6 WITNESSES' NAME: Robert Wolfe
7		7
8		8
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12th day of AUGUST, 2022.

Notary Public # 157.0009019

VERMONT NOTARY PUBLIC LORI DIANE KEENE

ERRATA SHEET

CASE NAME: Robert Wolfe And Crossfield, Inc. v. Enochian Biosciences, Inc.

DATE OF DEPOSITION: 6/21/2022

WITNESSES' NAME: Robert Wolfe

PAGE LINE (S) CHANGE REASON

see exhibit

VERMONT NOTARY PUBLIC LORI DIANE KEENE

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 12th DAY OF AUGUST, 2022

NOTARY PUBLIC

MY COMMISSION EXPIRES: January 31, 23

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CERTIFICATE

I, Kim U. Sears, do hereby certify that

I reported by stenographic means the

deposition of Robert Wolfe, via

videoconference, on June 21, 2022, beginning

at 10 a.m.

I further certify that the foregoing

testimony was taken by me stenographically

and thereafter reduced to typewriting, and

the foregoing 262 pages are a transcript of

the stenographic notes taken by me of the

evidence and the proceedings, to the best of

my ability.

I further certify that I am not related

to any of the parties thereto or their

counsel, and I am in no way interested in

the outcome of said cause.

Dated at Williston, Vermont, this 27th

day of June, 2022.

Kim U. Sears

P6(15): A: I believe 2 times.

P7(10) A: Twice I believe.

P14(12) A: I am unemployed except that I am Chairman, CEO and CFO for Advanced Oxygen Technologies Inc.

P24(13) Change: "It's a Hungarian Bank"

P76(10) A: During the second time that I was employed

P84(13) A: for lab equipment.

P110(17) I don't know what "POTUS" companies are

P123(7) A: the Defendants with legal actions, ...

P128-129 NOTE: UNDER DANISH LAW THIS WAS SETTLED FROM MY ATTORNEYS TO DEFENDANT'S ATTORNEY.

P136(3) A: As I recall, the only time he said it or ...

P147(20) A: Over the years Ole Abildgaard has brought me business...

P149(2) A: ~~Carson Ray~~ should be Karsten Ree

P149(6) A: ~~Serhat~~ Institute should be Seraph Institute

P256(8) A: ... and Ole Abildgaard said to my attorney that it had been sent to the Danish Press

 8/12/2022